

the place of the creditor in any respect whatever. A Court of equity cannot interpose to enlarge the effect of a legal contract, nor can it be called upon to cut down its then subsisting legal operation. Because, even as in the case of an attaind, according to the law of England, by which the debtor is civilly dead, and all his property forfeited, the law implies from such a contract, that the creditor can charge his debtor's person in execution; and even in circumstances from which there appears to be no ray of hope of getting anything by it, the creditor has a right to take his chance of that; the Court has no right to judge for him what he can make out of the imprisonment of his debtor, operating by way of duress upon the feelings and affections of third persons; or as it is expressed in an ancient English statute, "until he have made agreement, or his friends for him." Because it is the contract of the parties, and the Court has no right to apply the terms, "wilful, malicious, and oppressive," to what the law under those circumstances allows. Such are the doctrines of the English Court of Chancery, by which it appears, that no hardships or sufferings, however *extreme, are permitted to shake or impugn the sacred obligation of contracts as between debtor and credi- **536**

tor. *Stat. Acton Burnel*, 11 Ed. 1; *Kilty's Rep.* 143; *Holditch v. Mist*, 1 P. Will. 695; *Wright v. Simpson*, 6 Ves. 714; *Folliot v. Ogden*, 1 H. Blac. 123; *Wright v. Nutt*, 1 H. Blac. 136; *Kempe v. Antill*, 2 Bro. C. C. 11; *Wright v. Nutt*, 3 Bro. C. C. 326; *Ex parte Kendall*, 17 Ves. 520; 12 *Westminster Review*, 369.

These rigid and inflexible principles of the English Code have always been considered as forming a part of the law of Maryland; and have been approved and affirmed by the highest authority of our country. The case of the British subject, whose whole property in this country, where the debt had been contracted, had been seized, and confiscated with a reservation in favor of his just creditors, presented an apparently irresistible claim on the part of the debtor for relief, so far as to compel the creditor to seek satisfaction, in the first instance, from the confiscated estate of his debtor; yet after the most mature consideration it was finally held in England, that even such a case would not warrant a Court of justice in giving such relief to the debtor as would, in effect, impair the obligation of the contract. *Wright v. Simpson*, 6 Ves. 714.

By the Constitution of the United States, it is declared, that "no State shall pass any law impairing the obligation of contracts." Art. 1, s. 10. Of the history or causes of this restriction upon the legislative power of the States, it is unnecessary here to say anything; nor is it necessary to speak of the kind of legislative enactments to which it properly applies. It is sufficient, as regards the subject under consideration, that the people, or sovereign authority of this country, has deemed the obligation of contracts, at least as between individuals, creditor and debtor, as a matter so impor-